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Current Topics.

Junior Treasury Counsel.

THE post of Junior Counsel to the Treasury on the Chancery side, held for the past few years by Mr. STAFFORD CROSSMAN, having been vacated by his promotion to the Bench, the Attorney-General has appointed in his place Mr. A. ANDREWES UTHWATT, who was called to the Bar at Gray's Inn in 1904, and whose practice has eminently qualified him for the onerous duties which will fall to him in his official capacity. The post, familiarly known as Treasury "devil," is of professional importance, and in the past has been regarded as a sure stepping stone to the Bench. So it has proved in the case of Mr. Justice CROSSMAN, as in the case of a number of his predecessors. To name only a few of those who on the Chancery side have filled the office: Lord Justice STIRLING, Mr. Justice JOYCE and Lord PARKER. The last named, who, as is generally recognised, became one of the most distinguished of our judges, cut off, alas, while still comparatively young, was a pupil of Mr. INGLE JOYCE, who for many years had discharged the duties of Treasury "devil," and on his appointment to the Bench, PARKER was chosen to succeed him as Treasury Counsel at the early age of forty-three, and proved to be, as was expected, one of the most efficient, for he was a profound lawyer. Thenceforward he enjoyed the most important junior practice at the equity bar of his time, and, being content with this, he never applied for silk, although the extent of his work clearly entitled him to look for this distinction. The term "devil," common in this connection in professional parlance, seems to have excited the amusement of a distinguished French writer on the subject of our legal system. Speaking of the early stages of the career of barristers, he says that for the purpose of gaining experience "quelques-uns s'attachent à un de leurs confrères plus ancien dans la profession, en qualité de secrétaire dirait-on en France, de diable (devil) dit-on chez nos voisins. Je me hâte d'ajouter que ce sont de bons diables, qui font souvent une très belle carrière, surtout s'ils parviennent au plus haut poste de la hiérarchie infernale, celui de diable de l'Attorney Général, titre familier du Junior Counsel de la Tresorerie."

Fighting the Locust Plague.

AMONG the many uses to which the aeroplane is being put, one of the most novel but, if successful, one of great value, is that of fighting the plagues of locusts which in the past have spread devastation in many parts of Africa. According to the aeronautical correspondent of *The Times* in last Saturday's issue, an aeroplane of Imperial Airways is shortly to be employed in Rhodesia to put up poison barrages against locusts as they pass across the country. Apparatus for spraying the poison powder into the air has been sent from England and will be attached to the wings of the aeroplane. The experiment is new and the result of the operation will be watched with interest, for, although we in this country are happily free from the destructive energies of locusts, we know how deadly is their power for evil. Whether the new form of attack against them will give rise to any legal questions the future only can tell. Once already the destructiveness of the locust has come before the Judicial Committee of the Privy Council; this was in *Greyvensteyn* v. *Hattingh* [1911] A.C. 355, on appeal from the Cape of Good Hope. The point there arose in a curious fashion. Seeing a swarm of locusts approaching his land, the defendant took steps to drive them back, but the consequence of his manœuvre was to divert them on to the plaintiff's cultivated land, where they did great damage for which he sought to make the defendant liable. However, he did not succeed, as it was held that the defendant was entitled to take the steps he did to protect his property, notwithstanding that they might, as indeed they did, result in damage to the property of the plaintiff.

Payment in Court in Defamation.

AN interlocutory appeal which Lord Justice SCRUTTON stated to be, so far as the court was aware, the first case to come for hearing in open court under the new Ord. 22, r. 2, sub-r. (4) of the Rules of the Supreme Court, was heard by the Court of Appeal on 20th December, in *Wolseley* v. *Associated Newspapers Limited*. The defendants in a libel a tion had paid money into court with a denial of liability under Ord. 22 of the Rules of the Supreme Court. The plaintiff took the money out of court, and applied, under sub-r. (4) of r. 2 of Ord. 22, for leave to make a statement in open court. Mr. Justice AVORY granted the application and ordered the defendants to pay the costs of the application as well as the costs of making the statement. The sub-rule provides that: "A plaintiff in an action for libel or slander who takes money out of court may apply for leave to make in open court a statement in terms approved by a judge in chambers." Lord Justice SCRUTTON dealt with matters not referred to in terms by the sub-rule. The application, his lordship said, should be made by summons served on the defendant, as the statement to be made in court might affect the defendant, and though heard in chambers, it should be addressed to the judge in charge of the list in which the action would come on for trial. The sub-rule also made no provision with regard to the costs of making the statement in open court, but his lordship pointed out that Ord. 65, r. 1, provided that: "Subject to the provisions of the Act and these rules, the costs of and incident to all proceedings in the Supreme Court . . . shall be in the discretion of the court or judge." The judge had a discretion, with which the Court of Appeal would not interfere, and the appeal was therefore dismissed. It will be recalled that the rule was altered owing to the statement of the late Mr. Justice MCCARDIE in *Morris* v. *Baines and Co. Ltd.* [1933] 1 K.B. 540, a libel action, in which £525 was paid into court with an admission of liability. The plaintiff took the money out of court and went on with his action, but recovered only one farthing damages. It was held that the money, having been taken out of court, was the property of the plaintiff, and that the court had no power to order its return to the defendants.

His lordship suggested in that case that there was no reason why a defendant should not be at liberty to deny liability and at the same time pay a proper sum into court, with liberty to the plaintiff taking the money out to apply to a judge in chambers for an order that for special reasons the case be mentioned in open court. Under the old rules, as his lordship remarked, exposure was prevented where exposure was necessary in the public interest. The new decision is of the highest importance, because it puts a stumbling block in the way of merely blackmailing actions, and also enables a genuine plaintiff to clear his character at an early date where the defendant admits doing unintentional hurt to the plaintiff but denies legal liability.

Mute of Malice.

THE trial of the issue whether a prisoner "is mute of malice or by visitation of God" is somewhat uncommon nowadays owing no doubt to the increased skill of doctors in detecting falsehood. At the Middlesex Sessions on 4th January, in *Rex* v. *Martin*, the prisoner, who was charged with housebreaking, refused to open his mouth to plead to the indictment, and the jury was asked to try whether the prisoner was mute of malice. After medical evidence and evidence of conversation with the prisoner, the jury found the prisoner mute of malice, and he was later tried for housebreaking, found guilty and sentenced to twenty months' imprisonment. In an early case, *R.* v. *Mercier* (1777), 1 Leach 183, it was held that if a jury find that a person indicted for felony stands obstinately mute sentence might be passed there and then, in accordance with 12 Geo. 3 c. 20, and at common law the penalties for standing mute of malice were "*peine forte et dure*" and forfeiture of goods. Under the Criminal Law Act, 1827 (7 & 8 Geo. 4 c. 28), s. 2, the proper officer may be directed to enter a plea of not guilty. This also applies to a person who refuses to plead: *R.* v. *Bitton* (1833), 6 C. & P. 92, and *R.* v. *Bernard* (1858), 1 F. & F. 240. It seems also that the court cannot itself try the question, but a jury must be impanelled, upon whose finding the court is authorised to enter the plea of not guilty, under the Criminal Law Act 1827: *R.* v. *Israel*, 2 Cox. 263. If the prisoner is found "mute by visitation of God" he may be arraigned and tried if he is intelligent and communication can be made with him by signs or writing: *R.* v. *Governor of Stafford Prison*: *Ex parte Emery* [1909] 2 K.B. 81. Poets have often and loudly sung the virtues of silence, but if indeed it be golden, little recognition of that fact can be found in our criminal courts.

Meaning of "Discovery."

UNDER s. 125, sub-s. (1), of the Income Tax Act, 1918, an additional assessment to income tax under Sched. D may be made "if the surveyor discovers—that any properties or profits chargeable to tax have been omitted from the first assessments; or that a person chargeable has not delivered any statement, or has not delivered a full and proper statement or has not been assessed to tax, or has been undercharged in the first assessment." In *Williams* (*Inspector of Taxes*) v. *Trustees of W. W. Grundy* [1934] W.N. 11, a case stated by the Commissioners for the Special Purposes of the Income Tax Acts, under s. 149 of the Income Tax Act, 1918, the question arose as to whether additional assessments could be made on trustees of war stock under Case III of Sched D., in respect of interest on the war stock held by the trustees in trust for a person with a contingent interest, for years in respect of which the matter had been discussed with a previous inspector and no assessment made. The years in respect of which no assessments were made were 1928–29, 1929–30, 1930–31 and 1931–32. In December, 1931, an inspector, subsequently appointed, decided that the trustees ought to have been assessed, the beneficial interest created being a contingent interest, and accordingly caused additional assessments to be made on them for the years mentioned. The Commissioners held that there was no "discovery" within the meaning of s. 125 of the Income Tax Act, 1918. Mr. Justice FINLAY, in allowing the appeal, stated that his judgment would have been the same had the inspector who made the discovery been the same man as the first inspector who had refused to make the assessments. His lordship quoted with approval the words of BRAY, J., in *Rex* v. *Kensington Income Tax Commissioners, ex parte Aramayo*, [1913] 3 K.B. 870 (as reported in 6 T.C. 279, 282): "The word 'discovers' has several meanings . . . It means in my opinion, simply 'comes to the conclusion from the, examination he makes'." The statement of ROWLATT, J., said his lordship, in *Anderton and Halstead Ltd.* v. *Birrell*, [1932] 1 K.B. 271, that a "discovery" is not a mere change of opinion without any new information at all must be read in the light of the facts of the case and also together with his subsequent remarks that "when one finds a provision for an additional assessment within a period of six years, one is led to expect machinery, not for a mere revision, but for the bringing in of something which had been overlooked." In this case that something was the fact that the interest of the beneficiary was contingent and not vested. In addition, apart from the authorities, it was rather difficult to say that in this case the surveyor had not discovered that there were profits chargeable which had been omitted from the first assessment. A "discovery" usually involves the revelation of something that is new, but Mr. Justice FINLAY's reversal of the Commissioners' decision seems to imply a somewhat wider connotation.

Days of Grace.

THE popular belief that motorists are given fourteen days grace in which they may run cars, the licence of which has expired, has led this week to a huge crop of fines. In fact, such days of grace are not and never have been known to the law. The law—Road Vehicles (Registration and Licensing) Regulations, 1924, s. 18 (as amended, 1930)—allows applications for renewal to be made fourteen days before the expiry of the old licence, and thus obviates the need for "grace." It provides also that an application, if made not more than fourteen days before or after the expiration of the old licence, may be made at an authorised post office instead of to the County Council, but this is the only connection in which the law introduces the figure "fourteen." Motorists frequently attempt to bolster up their defence by the argument that no notice has been given them relating to the expiry and no demand has been made for the amount due. But this point has no force. Apart from the consideration of analagous cases, e.g., dog licences, where no demand or notice is either made or expected, there is the direct authority of the case of *Caldwell* v. *Hague* (1915), 84 L.J. (K.B.), p. 543, where RIDLEY, J., laid down the decision of the Divisional Court that no demand or notice was required. Perhaps some of the confusion has arisen because of that proviso to sub-s. (5) of s. 4 of the Road Traffic Act, 1930, which gives a driver five days in which to save himself from the penalty for non-production of his licence, but even this provision does not protect a driver who is not the *holder* of a licence. But, although there is no fourteen days grace at law, the police concede it as a matter of practice to other than trade vehicles. This concession, however, is given on terms, and this is the fact that has caused so many persons to over-estimate their rights. The terms, which are comprised in a note at the foot of the Registration Books issued by the London County Council (RF 60), read:—"N.B. A vehicle may be used during the fourteen days following the expiry of the licence *provided that application is made for a renewal licence on or before the fourteenth day.*" The object of this notice is to preclude the holiday maker from driving on any days beyond his quarter, and to allow the regular user time for payment. But it must be treated only as a note by a county council and not as a statement of the law.

The Road and Rail Traffic Act, 1933.

PART I of the Road and Rail Traffic Act institutes a system of licensing for motor goods vehicles comparable to that instituted for public service vehicles by the Road Traffic Act, 1930. The Act came into force on 1st January, 1934, with the exception of s. 1 (1) and (8), and s. 30, which will come into operation on dates fixed by the Minister. Section 1 (1) provides that no person shall use a goods vehicle on a road for the carriage of goods for hire or reward or for or in connection with a trade or business carried on by him except under a licence granted under the Act. Section 1 (8) provides that if a vehicle is used without a licence, an offence will be committed. The Act applies to motor vehicles adapted or constructed for use for the carriage of goods, to trailers, road locomotives and tractors. Vehicles used for certain purposes, e.g., funerals, for police, fire brigade or ambulance purposes, or for towing disabled motors, need not be licensed. Vehicles already licensed under the Road Traffic Act, 1930, or licensed as hackney carriages, need not have a carrier's licence, even though goods may be carried for hire or reward. Finally, certain agricultural vehicles and vehicles used by local authorities for street cleaning, etc., are exempted.

The holder of the licence must be the "user" of the vehicle, i.e., the driver, if he owns the vehicle or has it in his possession under agreement of hire-purchase, hire or loan. In all other cases the user is the person whose servant or agent the driver is, i.e., in the great majority of cases, the driver's employer.

Licences are of three classes.

(1) The public carrier's or A licence, the currency period of which is two years. This is the "haulier's" licence proper and authorises the licence-holder to use the authorised vehicle for the carriage of goods for hire or reward. It is a condition of the licence that the vehicles shall not be used for the carriage of goods in connection with any other business carried on by the licence-holder except such storage or warehousing of goods as is incidental to his business as a carrier.

(2) The Limited Carrier's or B Licence.—The licence-holder may use the authorised vehicles at any time—

(*a*) partly for the carriage of goods for hire or reward;

(*b*) partly for the carriage of goods for or in connection with any business carried on by him.

(3) The Private Carrier's or C Licence.—The licence-holder may use the authorised vehicles for or in connection with any trade or business carried on by him. It is a condition of such a licence that the vehicle shall *not* be used (except in exceptional cases when authorised by the licensing authority) for the carriage of goods for hire or reward. The vehicles may be used for the delivery or collection of goods sold, or let on hire or hire-purchase in the course of the business, or which are to be subjected to a process or treatment, e.g., laundering, even though a charge be made for such delivery and collection.

Short term licences, to last for a period not exceeding three months, may be granted to enable goods vehicles to be used temporarily for the purposes of a seasonal business or for any purpose of limited duration.

The authorised vehicles will be specified in the licence and will be—

(*a*) vehicles owned by the licence-holder or in his possession under hire-purchase;

(*b*) vehicles hired or borrowed by the licence-holder not exceeding a maximum number specified in the licence; This is known as the "hiring margin." Without such a hiring margin it will be impossible for a person to "*use*" hired goods vehicles;

(*c*) trailers;

(*d*) in a C licence, vehicles not yet acquired by the applicant. When the vehicle is acquired notice must be given within one month to the licensing authority, who must specify the vehicle in the licence.

Conditions of licences.

The licences are granted subject to conditions which must be observed. Breach of conditions may lead to a fine or loss of licence. *Under every licence, whether A, B or C*, it is a condition that the vehicles must be maintained in a fit and serviceable condition, and the law in regard to the limits of speed, weight and the loading of goods vehicles must be complied with. The provisions of s. 19 of the Road Traffic Act, 1930, relating to rest of drivers have also to be observed. This section is amended by the Road and Rail Traffic Act, 1933, s. 31 (1). Time in which the driver is bound to obey his master's orders, or during which the driver has no reasonable facilities for rest, is not deemed to be time which the driver has for rest. Finally, current records must be kept giving particulars of drivers' hours of rest and work and particulars of goods carried by, and journeys of, every goods vehicle.

In *every A and B* licence the House of Commons' resolutions relating to wages and conditions of employment to be observed in Government contracts must be observed by licence-holders.

The licensing authority, on the grant of a *B licence*, may attach certain conditions restrictive of the use of the authorised vehicles for the carriage of goods for hire or reward. It may, for example, be a condition of such a licence that goods may be carried for hire or reward only in a specified district, or for a specified person, or that a particular class of goods alone be so carried.

The Licensing Authority.

Applications for licences have to be made to the Traffic Commissioners appointed under the Road Traffic Act, 1930. In the case of an A or B licence, application must be made to the licensing authority of each area in which is situated a permanent base or centre from which the vehicles are to be used for carriage for hire or reward. In the case of a C licence, application need only be made to the licensing authority of the area in which the head office or principal place of business of the applicant is situated.

Applications for C licences must be granted by the licensing authority unless the applicant has been guilty of breach of condition in the past, in which case the authority has full discretion to grant or refuse the application. In the case of A or B licences, the authority has full discretion to grant or refuse applications. Applications for "*contract*" or "*claimed*" tonnage, however, *must* be granted. If in an application for an A licence the applicant proves that the vehicles are to be used *exclusively* in connection with the business of another person (not being a carrier of goods for hire or reward) under a contract of not less than a year in duration, the authority, if satisfied as to the previous conduct of the applicant, must grant the licences in respect of those vehicles. The authority must also grant A or B licences for vehicles having an aggregate unladen weight not less than the aggregate weight unladen of vehicles used by the applicant for the carriage of goods for hire or reward during the year beginning 1st April, 1932. Applications for "claimed" tonnage *must* be made before 1st April, 1934.

Objections.

Objections may be made to applications for A or B licences, other than applications for "contract" or "claimed" tonnage. Such objections may be made only by a person already providing facilities for the carriage of goods for hire or reward in the district which the applicant intends to serve. Objections can only be made on these grounds:—

(*a*) That adequate transport facilities already exist;

(*b*) That if the application were granted, transport facilities would be in excess of requirements;

(*c*) That the applicant has been guilty of breach of condition.

Where breaches of licence conditions are committed wilfully or have resulted in danger to the public, the licensing authority has power to revoke or suspend the licence.

Appeals against decisions of the licensing authority are to be made to a separate appeal tribunal set up by the Act, and *not* to the Minister of Transport as under the Road Traffic Act, 1930.

Examiners.

To secure the maintenance of goods vehicles in a fit and serviceable condition, officers, called examiners, are to be appointed by the Minister. Examiners have no power to stop a moving goods vehicle but may examine stationary goods vehicles and may enter premises where goods vehicles are kept. The powers of examiners in this regard are wide. Where defects are discovered, examiners have power to prohibit the use of vehicles for the carriage of goods. If the defects can be repaired within any period not exceeding ten days, a period within that limit and within which the defects may be repaired may be fixed by an examiner. If the defects are not removed within that period, the prohibition comes into effect. Where a prohibition is effective, the vehicle cannot be used for the carriage of goods until the prohibition has been removed by an examiner or certifying officer appointed under the Road Traffic Act, 1930. In addition an examiner has a power of immediate prohibition.

Railway Traffic.

In Part II of the Act, subject to the approval of the Railway Rates Tribunal, railway companies are given power to agree with traders' "flat" or "composite" charges for the carriage of goods by rail. Such charges are to be known as "agreed charges." Competing traders prejudicially affected by agreed charges have power to object before the tribunal to applications by the railways for approval of such charges. Further, any trader may apply to the tribunal to have a similar charge *fixed* as between him and *any* railway company for the carriage of goods similar to those in respect of which the agreed charge was made. Provision is made for the protection of canal, dock or harbour authorities and coastal shipping interests who are affected prejudicially by the making of such agreed charges. Further, the railways are released from certain minor restrictions which are no longer deemed necessary.

Finally, by Part III of the Road and Rail Traffic Act, 1933, a transport advisory council is set up for the purpose of advising and assisting the Minister of Transport in connection with his duties in relation to the co-ordination, improvement and development of the facilities for and means of transport.

Official Privilege.

[Contributed.]

The writer craves leave to add a supplement to the article which appeared in your issue of the 25th November last (77 Sol. J. 825) on the decision of Mr. Justice Macnaghten in the case of *Spigelman* v. *Hocker and Austin Smith*, particularly with reference to the class of document there in question, a statement made to a police officer concerning a road accident.

It may be first noted that the right of the court, exercised by Macnaghten, J., to examine the document in respect of which privilege is claimed was recognised by the Privy Council, *Robinson* v. *State of South Australia* (*No.* 2) [1931] A.C. 704 (incidentally cited in your previous article), a case that does not appear to have been referred to by Macnaghten, J.

Lord Blanesburgh, in delivering the judgment of the court, said: "The power of the court to call for the production of documents for which this privilege is claimed and to determine the validity of the claim for itself was much discussed in argument. The result of the discussion has been, as their lordships think, to confirm the view of Griffiths, C.J., in *Marconi's Wireless Telegraph Co.* v. *Commonwealth of Australia* (1913), 16 C.L.R. 178, where, in effect, he concludes that the court has in these cases always had in reserve the power to inquire into the nature of the document for which protection is sought, and to require some indication of the nature of the injury to the State which would follow its production. The existence of such a power is in no way out of harmony with the reason for the privilege, provided that its exercise be carefully guarded so as not to occasion to the State the mischief which the privilege, where it exists, is designed to guard against."

The privilege was thus described in "Stephen's Digest of the Law of Evidence": "No one can be compelled to give evidence relating to affairs of State, or as to official communications between public officers in public affairs, unless the officer at the head of the department concerned permits him to do so."

It is to be regretted that the judgment of Macnaghten, J., did not refer to the distinction between the police forces of (*a*) the Metropolis, (*b*) the City of London, and (*c*) other districts.

Under the Metropolitan Police Act, 1829, the Home Secretary is the police authority for the Metropolitan Police District, and the Commissioner and Assistant Commissioners are appointed by the Crown on his recommendation.

The City of London police force, on the other hand, is under the Common Council of the City (City of London Police Act, 1839), and the only connection of the Home Secretary with this force appears to be that his approval is obtained of the appointment of the Commissioner, the expenses of the force being entirely borne by the city.

County police are under the Standing Joint Committee, by whom the chief constable is, subject to the approval of the Home Secretary, appointed.

In county boroughs and in such municipal boroughs as maintain a separate police force, the force is under the watch committee, a statutory committee which, when appointed, is independent of the council.

In the case of county and borough police, the powers of the Home Secretary are chiefly limited to (*a*) approving the number of county superintendents and inspectors; (*b*) making regulations as to the government, uniform, salaries and allowances of the force; (*c*) hearing appeals from dismissed officers; and (*d*) providing for the inspection of the various forces as a condition of a government grant.

At one time it was the custom for chief constables of the county and borough police forces to supply for a small fee to one of the parties concerned or his solicitors all the statements taken by a police officer in connection with a road collision, but a comparatively recent alteration has been made under which only the statement of the person on whose behalf the application is made is supplied, the names only of the other persons concerned being given. It is believed this alteration was made in deference to a ruling of the Home Secretary, it is suggested that, if the quotation from "Stephens' Digest" correctly represents the law, the supply of copies of other statements is, outside the Metropolitan area, in the sole discretion of the chief constable of the particular force as head of the department concerned, and that, where a subpœna is issued for the production of any such report on the trial of an action, it is for the chief constable to raise or abstain from raising at his discretion the question of privilege.

Against this view it may, of course, be urged that such statements as those in question are taken with a view to the possibility of a prosecution for an offence and that as the Crown would be the nominal prosecutor, the Home Secretary as representing the Crown is the authority in all cases to raise the question of privilege. Whoever is the proper person to claim the privilege in such cases, it appears clear that there is no justification for a general rule that all such statements are to be deemed privileged from production in a civil action.

The Gold Clause.

A GENERAL welcome was accorded by the press and the commercial community to the House of Lords' decision in *Feist* v. *Societe Intercommunale Belge d'Electricite*, *The Times*, 16th December, 1933, in which the House upheld the validity of the "Gold Clause," in a bond of the respondent company. The bond in question was a bearer bond for £100, dated 1st September, 1928, and forming part of a total issue of £500,000 bonds. It was described on its face as a "Thirty-five year Sinking Fund Five-and-a-half per cent. Sterling Bond," due 1st September, 1963, and provided (under cl. 1) for the payment of "£100 in Sterling in gold coin of the United Kingdom of or equal to the standard of weight and fineness existing on the 1st day of September, 1928," and (under cl. 2) for the payment of interest thereon "at the rate of 5½ per cent. per annum in sterling in gold coin of the United Kingdom of or equal to the standard of weight and fineness existing on the 1st day of September, 1928." Clause 4 provided that the aggregate principal amount of the issue should not exceed £500,000 in sterling in gold coin of the United Kingdom at any one time outstanding. Clause 6 provided that the bonds of the issue should be the direct and unconditional liability and obligations of the respondents in sterling in gold coin of the United Kingdom at any one time outstanding. Condition 18 provided that "this bond shall be construed and the rights of parties regulated according to the law of England and as a contract made and according to the terms thereof to be performed in England." The half-yearly interest coupon also contained a statement of the gold clause. The respondent company claimed on 1st March, 1932, the right to pay the nominal sum specified in the coupon, i.e., £2 15s., in whatever might be equal tender in England at the day of payment, as a full discharge of their obligations under the bond, and the appellant issued an originating summons to determine the position. Mr. Justice Farwell held that the respondents were entitled to satisfy the principal moneys and interest by tendering whatever might, at the due date of payment, be good legal tender for the nominal amount of the bond or coupon, and the Court of Appeal upheld that decision. Lord Russell in delivering judgment in the House of Lords said, that at the date of the bond the Gold Standard Act, 1925, had been passed, and the Currency and Bank Notes Act, 1928, had received the Royal Assent, although it did not come into operation until 22nd November, 1928. The former suspended the gold standard and the latter restored it, though in a modified form, for notes were inconvertible and gold coin was substantially no longer in circulation. Probably, his lordship thought, the gold clause was inserted in cl. 1 and 2 in contemplation of the contingency of this country going off the gold standard at some future date (as it did in 1931). Probably also, neither party to the bond could have contemplated payment under the bond being actually made in gold coins. His lordship after considering cll. 4 and 6, held that the appeal should be allowed, and held that a declaration should be made providing for payment from time to time by way of principal and interest of "such a sum in sterling as represents the gold value of the nominal amount of each respective payment, such gold value to be ascertained in accordance with the standard of weight and fineness existing on 1st September, 1928." The gold clause is an old standing commercial device for protecting the lender against the consequences of currency debasement, and it very frequently appeared in American bonds, enabling them to command a premium of several points over similar securities without the gold clause. The construction of a contract "*ut magis valeat quam pereat*" has always been a notable feature in the English law of interpretation of contracts, and in applying the doctrine in the present case the House of Lords has performed a service of international significance.

Company Law and Practice.

Bodies of more than Twenty Persons.

MY attention has recently been called to the affairs of an association which has more than twenty members, and which is not registered under the Companies Acts: it is an association not having the acquisition of gain for an object, and, in the light of the events that have happened, it has been suggested to me that the law stands in need of alteration so as to make registration in such a case essential. What is the present law? It is found in s. 357 of the Companies Act, 1929:—

> "No company, association, or partnership consisting of more than twenty persons shall be formed for the purpose of carrying on any business (other than the business of banking) that has for its object the acquisition of gain by the company, association, or partnership, or by the individual members thereof, unless it is registered as a company under this Act, or is formed in pursuance of some other Act of Parliament, or of letters patent, or is a company engaged in working mines within the stannaries and subject to the jurisdiction of the court exercising the stannaries jurisdiction."

I do not intend to weary my readers with a discourse on this section at large—a somewhat defective memory suggests that it is not very long since I did so in this column—but one aspect of it may, I think, in the circumstances, usefully be considered, namely, whether it ought to be extended in its scope. Now it will be seen that the section only prohibits a body of more than twenty persons being formed for the purpose of carrying on business, so that a body which is not formed for carrying on business is not within the section at all. No doubt business can be carried on either with a view to gain or without a view to gain, but it is probably correct to say that you cannot contemplate the possibility of gain unless you first carry on business in one way or another. There must be great numbers of bodies which are outside this section because they are not formed for the purpose of carrying on any business, apart from those which are formed for the purpose of carrying on business but without the object of the acquisition of gain.

What has been suggested to me, in the light of a particular set of facts, is that an alteration of the law should be seriously considered, in order to protect the members of these bodies. Now I personally cannot help feeling that the attitude of the law in regard to these matters has been largely judged by financial standards: and by that I mean that a great number of the safeguards which have been introduced into the law relating to companies have been so introduced because without them the member would have suffered, or might have suffered, financially. Persons may become members of some body, having, shall we say, particular objects, and may have the strongest objections to an extension or alteration of those objects, and yet those objections, may, in cases not subject to the provisions of the Companies Acts, never even have a satisfactory chance of being put forward.

The particular body that I have in mind is clearly not within s. 357, but it is interesting to sketch out briefly what has happened recently in its affairs, as showing the sort of thing that can be achieved in cases of this sort, where there is no legal safeguard, or, at any rate, not a clear and undoubted one. The body was governed by a substantial set of rules, which incorporated its objects and other usual matters, and provided that the rules might be altered by the council (which was in effect the governing body) subject to confirmation by the next ordinary meeting of the body, notice of the proposed amendment having been given in the agenda of such meetings; meaning, presumably, in the agenda, both of the council meeting which has the power of alteration of the rules, and the general meeting which has the power of confirming the alterations.

The rule dealing with agenda provides that all motions to be submitted by the council to any general meeting should be published in the official organ as agenda for that meeting within a specified time before the meeting—and the same rule also provides for the proceedings of all such meetings being published in the same official organ. No other notice of a general meeting is apparently necessary. In the case we are now considering, it was intended to effect what amounted to an amalgamation with another body and to make very considerable alterations in the rules, largely designed with the object of assisting and giving effect to the proposed amalgamation. Amongst other things, an extension of the objects of the body was included in the proposed alterations of the rules, while it was also proposed that the rule as to alteration of the rules to which I made reference above should be amended so as to make it unnecessary to get the confirmation of the body in general meeting.

It is unnecessary here for me to dwell on the precautions that the company lawyer would take if considerable alterations of either memorandum or articles of a company registered under the Companies Acts were contemplated, or to the numerous decisions of the courts which make such precautions necessary, and, further, I think it unnecessary to set out the reasons which make such precautions desirable. In the case before me, according to my information, notice was given of the general meeting in the official organ as required by the rules, and it was stated that the rules were to be amended to the form which would be sent to members before the meeting. Such a form appears to have been sent out and to have been received at varying times before the meeting by the members : one member receiving a copy the day before the meeting, one member two days before the meeting ; at any rate, the time was, in some cases, short. Now the members knew, or ought to be deemed to have known, in good time before the meeting, when it was to be held, and that amendments in the rules were to be confirmed, which amendments arose, apparently, by reason of the contemplated amalgamation. But what they did not know was what those alterations were to be, and the form of the proposed rules sent out before the meeting did not inform them unless either (*a*) they were thoroughly familiar with all the ninety-two rules then existing without reference to a print of them, or (*b*) they had a print of the rules by them and took the trouble to go through the two prints, the old rules and the proposed new ones.

It seems plain that it would be impossible to justify in the courts an alteration of articles of association of a company registered under the Companies Acts where the members were not better informed than in a case such as I have mentioned, and the question certainly does seem to arise as to whether the law requires amendment so as to protect persons who become members of unincorporated bodies which are not within s. 357. As to great numbers of such bodies, of course, it must be realised that their affairs are such that it would be a mistake to have any legislative interference ; there is sufficient interference by the law in so many walks of life, without taking under the legislative wing such admirable bodies as the Literary and Debating Society of Chipperton Parva and the Mutual Improvement Society of Bogfield Magna. But there is another side to the picture : there are undoubtedly bodies having large memberships and exercising important functions which are not bound by any enactment such as the Companies Act, 1929 ; yet their affairs may be of such magnitude and importance that it may be desirable that there should be some sort of control over them in various directions, one of which is the protection of their members. Immediately I hear it said : where would you draw the line ?

I do not know ; the whole subject is much too wide to settle on the information available to me, or within the covers of this journal—but it is undoubtedly one which calls for careful thought.

A Conveyancer's Diary.

Renewal of Leases.

I HAVE had my attention called to an interesting point regarding the renewal of leases. It is, moreover, one which may have escaped notice if for no other reason than that the relevant statutory provisions are contained in an unexpected place, in fact where no one would have thought of looking for them.

The 15th Sched. to the L.P.A., 1922, is headed " Provisions Relating to Perpetually Renewable Leases and Underleases." Clause 7 (2) reads :—

> " Any contract entered into after such commencement " (i.e., after the commencement of the Act) " for the renewal of a lease or underlease for a term exceeding sixty years from the termination of the lease or underlease and whether or not contained in the lease or underlease shall (subject to the express provisions of this Part of this Act) be void."

It is a pity that this clause was not repealed and re-enacted (if it had to remain) in the L.P.A., 1925. It is out of place where it is.

The effect of the clause seems to me to be rather startling. Any contract by a lessor to renew a lease (whatever the length of the original term may be) is void if the renewed term exceeds sixty years.

There is nothing, however, to prevent the lessor from contracting with some person other than the lessee to grant a longer term after the expiration of the original term. I cannot see the reason for this. If a lessor may bind himself to grant a lease to a third party without any restriction as to the length of the term, why should he not be able to make a similar contract with his lessee without any such restriction ? I do not know.

It will be observed that the clause is not concerned with the granting of leases but only with contracts to grant leases. The clause does not prohibit the actual grant of a reversionary lease to a lessee for a term exceeding sixty years, but only makes void a contract to do so. It is very curious.

The expression " subject to the express provisions of this Act " seems to refer to cl. 9 of the schedule, which saves rights of renewal conferred by the Small Holdings and Allotments Act and leases granted under that Act containing such rights.

In connection with this subject it will be remembered that there are provisions in the L.P.A., 1925, regarding the granting of reversionary leases. Section 149 (3) enacts :—

> " A term at a rent or granted in consideration of a fine, limited after the commencement of this Act to take effect more than twenty-one years from the date of the instrument purporting to create it, shall be void, and any contract made after such commencement to create such a term shall likewise be void ; but this sub-section does not apply to any term taking effect in equity under a settlement, or created out of an equitable interest under a settlement, or under an equitable power for mortgage, indemnity or other like purpose."

If, therefore, a lease for more than twenty-one years contains a covenant to renew, the covenant is void, and no lease or contract for a lease to take effect at the end of an existing term having more than twenty-one years to run can effectively be granted or entered into.

Suppose the not uncommon case of a tenant being willing to make improvements, say to pull down existing buildings and build new ones at great expense upon the terms of the lessor contracting to renew the lease at the end of his term. If the existing term has more than twenty-one years to run that cannot be done at all, and if the term has less than twenty-one years to run the contract to renew cannot be for a longer term than sixty years. That is the combined effect of the enactments to which I have referred.

Of course, both cl. 7 (2) of the 15th Sched. to the Act of 1922 and s. 149 (3) of the Act of 1925 can be circumvented by the lessor accepting a surrender of the existing lease and granting a new lease to commence at once. Perhaps I should not have said "circumvented," as I suppose that the object of those provisions was to ensure that transactions of that kind should be carried out by a surrender and grant of a new lease instead of by renewal, thereby "simplifying" the title. If not, I do not see what purpose those provisions were intended to serve. Not that there is much "simplification" achieved. At any rate, the new lease would generally be a more complicated instrument than a renewed lease, for presumably the terms and conditions would be the same as those in the surrendered lease, for the residue of the term granted by that lease and those for the remainder of the new term would or might be different, apart from any mere alteration in the rent.

It is a point to bear in mind in all cases of the kind that these provisions ought to be referred to and considered in relation to the circumstances, as, if the transaction is carried out in the old way by an agreement to renew, the lessee may find himself without any enforceable contract for renewal.

Another thing to remember in practice is that when there is a valid contract for renewal it ought to be registered as a land charge under L.C.A., 1925, s. 10, Class C (iv).

It will be observed that s. 149 (3) does not apply to a term taking effect under a settlement or under an equitable power for mortgage or the like. The sub-section, therefore, has no application to terms created by a settlement to commence at a future date for the purpose of raising portions, securing jointures, raising money to discharge incumbrances, or the like, nor to powers to create terms for such purposes. All such terms take effect in equity, and the sub-section is concerned only with legal terms.

Before leaving this subject, it may be as well to remind the reader shortly of the main provisions of the 15th Sched. of the L.P.A., 1922, regarding perpetually renewable leases.

Every such lease subsisting at the commencement of the Act is converted into a lease for a term of two thousand years to commence from the date at which the existing term commenced, at the same rent and generally subject to the same conditions as under the existing lease, and every perpetually renewable underlease subsisting at the commencement of the Act is converted into an underlease for a term of two thousand years less one day at the same rent and subject to the same conditions as under the existing underlease. That is the effect of cls. 1 and 2.

Clause 3 of the schedule provides that every term or sub-term created by the Act shall be subject to all the same trusts, powers, executory limitations, rights and equities and to the same incumbrances as the term or sub-term which it replaces, and that where an infant is entitled, the person of full age who becomes entitled to the legal estate of the infant shall be deemed to have been entitled to the lease or sub-term at the commencement of the Act.

Clause 5 deals with dispositions purporting to create perpetually renewable leaseholds after the commencement of the Act. Any such disposition is to take effect as a demise for a term of two thousand years or in the case of a sub-demise for a term of less duration by one day than the term out of which it is derived commencing from the date of the commencement of such term or sub-term.

There follows (in cl. 6) a similar provision with regard to contracts to create perpetually renewable leases or underleases in force at the commencement of the Act subject to an adjustment of the rent having regard to the loss of fines which would have been payable on renewal.

All future contracts operate in the same way, that is, as contracts to grant leases for two thousand years or underleases for the term out of which they are derived less one day (cl. 7 (1)).

Every power authorising a tenant for life, statutory owner, trustee or other person to grant a lease or underlease with a covenant or obligation for perpetual renewal is to have effect as if the same authorised a grant of a lease or underlease not exceeding two thousand years at the best rent which can be reasonably obtained having regard to any fine taken and to the circumstances of the case and, if so authorised, at a peppercorn rent.

That, put shortly, is the main scheme of the schedule. There are a number of ancillary clauses, including provisions for implying covenants and conditions in leases taking effect by virtue of the Act, the conversion of fines into additional rent, and other matters.

I hope to take another opportunity of referring to this schedule.

Landlord and Tenant Notebook.

Aesthetic Considerations—II.

In last week's article, I endeavoured to show that the protection and promotion of natural and architectural beauty by means of covenants was not easy to achieve if the object of the parties was at all ambitious; that if promotion was aimed at, it was difficult to achieve even if one party submitted to the will of the other; but that mere protection could be achieved when objective or impersonal terms, such as "offensive" or "annoyance of the neighbourhood," were used. An easier type of covenant to enforce is that in which the covenantee is constituted *arbiter elegantiarum*, as it were, and this is illustrated by decisions interpreting leases of residential property granted by the Governors of Dulwich College, whose anxiety to preserve the amenities of their estate of 3,500 houses has been manifested in several lawsuits. Their covenant, after specifying a number of uses to which the property is not to be put (trade, school, chapel, etc.), goes on: "or in any manner or for any purpose that shall or may be deemed by the said Governors or their successors or assigns to be an annoyance or inconvenience to the public or neighbourhood or to any contiguous tenants of the said Governors." In *Barton* v. *Keeble* [1928] Ch. 517, and *Barton* v. *Reed* [1932] 1 Ch. 362, proceedings were taken against sub-letting tenants, and while it was in each case also held that a trade or business was being carried on, in the second case the question whether the Governors had formed an opinion as to annoyance was raised, and it was found that they had considered the matter at a meeting, so that there was also a breach of the second part of the covenant.

Of course, these covenants relate to user rather than to architectural alterations; but, what is important, the decisions seem to imply that a covenantor under such a covenant cannot question the correctness of the covenantee's views. This being so, no analogy can be drawn with a covenant to repair to the satisfaction of a surveyor, which (see *Doe d. Baker* v. *Jones* (1848), 2 Car. & Kir. 743, and 74 Sol. J. 797) has been construed to mean so that a surveyor ought to be satisfied. And, having regard to the nature of the question as well, I think that a personal covenant to protect or promote beauty would be construed to give the covenantee final jurisdiction.

Now, all the cases I have been able to cite concerned town property; all dealt with provisions in instruments made before the present agitation was launched—I think that the latter circumstance is of some importance when weighing their authority; it is not so easy now to conceive of counsel, engaged in defending an advertisement hoarding, remarking that it is at most a blot on the landscape (*Nussey* v. *Provincial Bill Posting Co.*, referred to last week), as if he were making his over-fastidious opponent a present of nothing. It is quite possible that even the positive impersonal covenant may be

regarded as less idealistic than it has been, and that the special local conditions which moved the Privy Council in *Oxford* v. *Provand* (also cited last week) to allow specific performance of a covenant to consult the covenantee's wishes, might find their counterpart in local interest in some beauty spot. But, normally, the difficulty which will present itself when it comes to drawing a lease will be that the more sensitive one party is the more he will mistrust the other; and when rent and liability to repair and insure and to pay outgoings, and all the more worldly questions, have been agreed, an unfortunate deadlock might result if it were found that on this point one party's attitude to the other was: "You have no taste," and the other's to the one: "You have plenty—all of it bad." And the objections to impersonal covenants, namely, that they are either too vague or that they mean delegating the decision to a court of law (whose taste is uncertain both as to quality and as to quantity), remain.

As a possible solution I suggest that intending landlords and tenants having these objects at heart might do well to enlist, in advance, the sympathy and assistance of the preservation societies and trusts to whom I have referred. There can be little doubt that any such body would be willing to assist in the enforcement of a landlord's covenant to develop neighbouring property on lines approved by it, or a tenant's covenant to respect its views (as expressed by its committee or some named architect or artist) in the matter of building and altering. As far as I am aware, this experiment has not yet been tried; but in the light of my review of the position, I believe it to be well worth trying.

Our County Court Letter.

THE MARRIED WOMEN'S PROPERTY ACT, 1882, s. 17.

In the recent case at Birmingham County Court of *Allso* v. *Allso*, the husband applied for an order that a 15.9 Rover car (then in a garage awaiting the decision of the court) be handed over to him as the owner. The applicant's case was that (*a*) he had bought the car in 1929, and insured it in his own name, but (at the seller's suggestion) the registration was in the name of the wife; (*b*) the parties subsequently separated (pending divorce proceedings), and while the applicant was inside a shop, the car was driven away by the respondent; (*c*) the respondent had previously used the car when she wanted it, but the repairs were always paid for by the applicant; (*d*) although he had previously given her a Morris-Oxford car, this had been sold for £10, which sum he had kept with the respondent's consent. The respondent's case was that (1) she had helped to build up the applicant's business (as a licensed victualler) without wages; (2) the Rover car had been a gift to her, in substitution for the Morris-Oxford; (3) the applicant (when buying the car) had asked the motor salesman if he were not a good husband, in giving his wife such a present. His Honour Judge Ruegg, K.C., observed that (*a*) there was no corroboration of the latter remark, nor of the alleged gift; (*b*) although the applicant might have created the impression that the car was bought for his wife, he had nevertheless paid for repairs; (*c*) the onus of proof was on the respondent, but she had failed to prove a gift. Judgment was therefore given for the plaintiff, with costs.

THE REMUNERATION OF MINERS.

In the recent case at Llanelly County Court of *Matthews* v. *Amalgamated Anthracite Collieries Limited* the plaintiff claimed a declaration that (under the Coal Mines Regulation Act, 1887) he was entitled either (*a*) to payment for the whole of the coal gotten by him, according to the scale in the price list (of the Pumpquart Seam of the Great Mountain Colliery) relating to cutting and filling large coal; or (*b*) to payment for the large screened coal gotten by him at the price specified as payable for cutting and filling large coal, and for coal separated by the screen from the large coal at the price specified as that for cutting and filling through coal; or (*c*) to payment for the whole of the coal gotten by him at the price specified for cutting and filling through coal. The defendants' case was that they were unaware of the practice of sending up small coal (which was against their wishes) and the plaintiff was therefore not entitled to payment therefor. His Honour Judge Frank Davies held that (1) the defendants, having made good use of the small coal sent up, were aware of the practice, which had their approval; (2) they were liable to pay for all coal produced (both large and small) and the payment on the tonnage of only large coal was incorrect; (3) the plaintiff was not entitled to payment on the large coal rate, but was entitled to the difference between this and the through coal rate, viz., £1 17s. 9d.; (4) in view of this decision, a declaration on the third item would be inoperative, as regards past periods, and could not operate in future—in view of the uncertainty as to the practice to be adopted. Judgment was given for the plaintiff for the above amount, with costs on Scale C, a stay of execution being granted for twenty-one days.

Obituary.

Mr. W. J. ANDREW.

Mr. Walter Jonathan Andrew, F.S.A., solicitor, of Romsey, Hants, and Michelmersh, died at Michelmersh on Sunday, 14th January, at the age of seventy-four. He was educated at Rugby, and was admitted a solicitor in 1882. Mr. Andrew was President of the British Numismatic Society in 1909, and for many years edited its journal. He was also editor of the journal of the Derbyshire Archæological Society. In his younger days Mr. Andrew played Rugby football for Lancashire.

Mr. A. D. BRETT.

Mr. Alexander Dallas Brett, solicitor, of Folkestone, died recently at the age of fifty-eight. Mr. Brett, who was admitted a solicitor in 1894, was Coroner for Hythe, and was also Magistrates' Clerk to the Elham Petty Sessions. He had been a member of the Folkestone Council since 1924.

Mr. H. PROCTER.

Mr. Harry Procter, B.A., LL.B., solicitor, of Burnley, died on Saturday, 13th January, at the age of fifty-nine. Mr. Procter, who was admitted a solicitor in 1907, was Coroner for the Borough of Burnley.

Mr. J. P. RUSSELL.

Mr. Joseph Proctor Russell, solicitor, head of the firm of Messrs. Russell & Creswick, of Sheffield, died in a Sheffield nursing-home on Saturday, 13th January, at the age of seventy-three. He was admitted a solicitor in 1882, and was a Past President of the Sheffield District Incorporated Law Society.

SUBSIDY HOUSES.

An Extension of Time Offered.

It has been a condition of any undertaking to pay subsidy for houses erected under the Housing (Financial Provisions) Act, 1924, and the proviso to s. 1 of the Housing (Financial Provisions) Act, 1933, that the houses should be completed by the 31st March, 1934. There is, accordingly, a large number of houses in respect of which local authorities are endeavouring to secure completion by that date. In order to promote continuity of work and employment in the building trade, arrangements have now been made under which the Minister of Health is prepared to consider applications for an extension of time for the completion of the houses up to not later than the 30th June, 1934.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Position of Deputy Steward APPOINTED BEFORE 29TH JUNE, 1922, AS TO FEES AND COMPENSATION.

Q. 2893. A was appointed steward of a manor many years prior to 29th June, 1922, and B was appointed deputy steward of the said manor prior to that date. The steward has recently died. Having regard to the definition of "steward" in para. 60, Pt. V of the Manorial Incidents (Extinguishment) Rules, 1925, is the present steward (late the deputy) entitled to fees under Pt. 1 of the Enfranchised Lands (Steward's Fees) Regulations, 1926, and also to steward's compensation on extinguishment of manorial incidents?

A. Yes, we think so. With regard to the Fees Regulations it would appear that, as they contain no definition of "steward," reference must be made to the statutory authority under which those regulations were made (L.P.A., 1922, Pt. V.). Section 189 of that Act refers back to the Copyhold Act, 1894, s. 94 of which defines "steward" as including "a deputy steward." As to the rules (relating to compensation) they are made under the authority of the same Act, and the same reasoning is applicable, and indeed, the rules contain the same definition of "steward" as is to be found in the Copyhold Act, 1894 (see r. 60 (1)).

Trustee for Sale — PROLONGED ABSENCE ABROAD — NECESSITY FOR AN APPOINTMENT IN HIS PLACE BEFORE A SALE CAN BE EFFECTED.

Q. 2894. In March, 1920, property was purchased by three brothers in fee simple. It was not conveyed to them as tenants in common, so it is presumed they were joint tenants of the legal estate. In 1921 one of the brothers left the United Kingdom and has remained abroad since. His present address is unknown. The property has now been sold. Can the other two make a title or should a new trustee be appointed in place of the one remaining out of the United Kingdom?

A. Whether the three brothers took as joint tenants (as seems probable) or as tenants in common (which appears to be unlikely), the property vested in them on 1st January, 1926, upon trust for sale: L.P.A., 1925, s. 36 (1); *ibid.*, Sched. I, Pt. IV, para. 1 (2). The fact that the one brother remains abroad and has so remained for more than twelve months does not put an end to his trusteeship, but merely enables the other two trustees to make an appointment to replace him: T.A., 1925, s. 36 (1). A new trustee should therefore be appointed to replace the absent brother. The recital which will be included in the appointment stating the facts as to the absence of the brother will be conclusive evidence in favour of the purchaser: T.A., 1925, s. 38 (1), and the express or implied vesting declaration will be unquestionable in his favour: *ibid.*, s. 38 (2).

Loud Speakers in Members' Clubs.

Q. 2895. I shall be glad to have your opinion as to whether the decision in *Performing Right Society* v. *Hammond Bradford Brewery Co. Ltd.*, affects a private members' club. Sometimes, in the club I have in mind, club dances are held, and the music is either provided by wireless or gramophone records. Members may invite guests.

A. The decision in *Performing Right Society Ltd.* v. *Hammond's Bradford Brewery Co. Ltd.* (*Times*, 5th October, 1933) will not affect the broadcasting of dance music in a private members' club. The declaration was to the effect that the installation of a loud speaker at a hotel constituted a performance "in public," in breach of the Copyright Act, 1911, s. 35. The gist of the infringement of copyright was that the defendants had (in the words of Lord Hanworth, M.R.), "made audible the performance in Hammersmith to a larger number of persons than the domestic circle at the George Hotel." A private members' club (including guests) is a domestic circle, as members of the public have no right of entrance, and the position is different from that arising in a hotel.

Audit of Accounts of Electricity Undertakers.

Q. 2896. In "Wills' Electricity Supply" (6th edition), on p. 50, under "Accounts and Audit," it states that s. 6 of the schedule to the Electric Lighting (Clauses) Act, 1899, requiring the accounts to be audited, *applies to some companies but not to others*. Can you kindly inform us to what companies it does apply and those to which it does not apply?

A. There appears to be no authority for the implied statement, viz., that certain companies are exempt from complying with the requirement of audit of accounts. It is conceived, however, that the reference is to the companies mentioned on p. 7, viz., "a considerable number of undertakings have been established without statutory powers, particularly in areas where there are large private generating plants in use for industrial purposes." It would follow that, as these companies derive no benefit from, and exist independently of, the various enabling statutes, they are under no obligation to comply with the restrictive provisions thereof.

Debt from Member of Co-operative Society.

Q. 2897. A is a member of a co-operative society registered under the Industrial and Provident Societies Acts. He has purchased goods on credit to the extent of £5 and the society are suing him in the county court for payment. A has filed a defence that, as he is a shareholder in the society, he cannot be sued for payment. One of the society's rules reads: "All sums due from any member under the provisions of these rules for subscriptions or otherwise shall be recoverable from him by legal process as a debt due to the society." We believe there was a case tried in the Portsmouth County Court several years ago, where the judge held that an industrial and provident society could not sue one of its own members for the payment of a debt. We shall be obliged for your opinion on the query raised and say whether you can refer us to any cases dealing with the point at issue.

A. The Industrial and Provident Societies Act, 1893, s. 23 (1), provides that all moneys payable by a member to a registered society shall be a debt due from such member to the society, and shall be recoverable as such either in the county court of the district in which the registered office of the society is situate, or in that of the district in which such member resides, at the option of the society. As the above section refers to "all moneys," there appears to be no ground for restricting its operation to subscriptions, fines, etc., and excluding from its operation debts in respect of goods sold or services rendered. This ground of distinction may have been the *ratio decidendi* in the case quoted, but, if so, it appears to be untenable, and no justification for nullifying the plain words of the above section. The opinion is therefore given that the defence filed is no answer to the society's claim.

The operation of the above section (in a case in which the member was indebted for goods) was considered in *In re The Gwawr-y-Gweithyr Industrial & Provident Society Ltd.* [1901] 2 K.B. 477, although the decision was not on the question of the right to sue, but only related to the right of set-off.

Warning of intended Prosecution of Motorist.

Q. 2898. A client of mine has been prosecuted by the police under s. 12 of the Road Traffic Act, 1930, and I observe that according to s. 21 of the Act certain restrictions are placed on prosecution. Sub-sections (*b*) and (*c*) of this section have not been observed by the police and, with regard to sub-s. (*a*) of s. 21, the only warning given was the following: "I suppose you know the usual course." What I would desire your valued information on is: Is this sufficient warning, that the question of prosecution would be taken into consideration in accordance with s. 21, sub-s. (*a*), of the Act? The only case I can find is *Jessopp* v. *Clarke* (1908), 99 L.T. 28, and it is not quite on this point.

A. The opinion is given that the remark quoted was not a sufficient warning that the question of prosecution would be taken into consideration. The remark might imply the exact opposite, viz., that the motorist would (apart from receiving a caution from the Chief Constable) hear nothing more of the occurrence. "The usual course" varies with (i) the gravity (or triviality) of the offence; (ii) the view taken (*a*) by the officer on the spot (*b*) by his superiors at headquarters; (iii) the practice followed in different boroughs or counties. So many uncertainties enter into the question that there cannot be said to be any "usual course," and—as a warning—the remark was therefore inadequate.

Copyright in Letters to Editors.

Q. 2899. Kindly refer me to authority on following point relating to copyright—which is curiously absent from "Copinger" (6th ed.). Unpaid contributions to newspapers, e.g., letters to the editor. Who retains the copyright—Editor or author?

A. It appears from "Halsbury's Laws of England" (2nd ed.), vol. 7, p. 526 (para. 827), that the copyright belongs to the writer. The fact of sending it to the correspondence column implies a licence to publish, but—in the absence of remuneration—does not amount to an assignment of the copyright to the proprietor of the newspaper.

Notice to Quit Expiring on Sunday.

Q. 2900. On the 26th September, 1933, the landlord of premises which came under Class A of the Rent Restrictions (Amendment) Act, 1933, served upon the tenant a notice to quit and deliver up possession of the premises on the 29th October, 1933. The latter date falls on a Sunday. Is the notice to quit a good one?

A. The notice to quit appears to be good. There appears to be no direct authority that a notice to quit expiring on a Sunday is good, but in *Sangster* v. *Noy* (1867), 16 L.T. 157, decided by His Honour Judge Eardley Wilmot, in Brentford County Court, it was held that a notice by a tenant of intention to quit premises was good though served on a Sunday. In *Child* v. *Edwards* [1909] 2 K.B. 753, where it was held that at common law Sunday is not a *dies non*, Ridley, J. (at p. 755) stated that he was inclined to agree with the decision in *Sangster* v. *Noy*, though it was not an authority which was binding upon him. The view that a notice to quit may be served on a Sunday is accepted by text-writers (see "Halsbury's Laws of England," vol. 18, p. 446, note (*a*); "Woodfall's Landlord and Tenant" (22nd ed., p. 452); "Redman's Landlord and Tenant" (8th ed., p. 627); "Foa's Landlord and Tenant" (6th ed., p. 682). If a notice to quit may be served on a Sunday, it would appear that it would be valid if it expired on a Sunday.

Reviews.

Executors and Administrators. By N. E. Mustoe, M.A., LL.B., of Gray's Inn, Barrister-at-law. 1933. Demy 8vo. pp. xxxii and (with Index) 208. London: Butterworth and Co. (Publishers) Limited. 12s. 6d. net.

This volume is primarily intended for law, accountancy and banking students and those intending to take up secretarial practice. It is, however, likely to prove useful to practitioners who desire to have the main principles of the subject available in small compass. The learned author has successfully set himself to expound in clear and intelligible form the leading principles of this department of law. These principles are set out and supported by reference to the leading cases on which they are founded. There is also a short chapter on death duties and a number of the more important forms used in administration proceedings are given in the appendix. Special attention has been paid to the production of a complete index which adds considerably to the utility of the work by facilitating quick reference.

Books Received.

The Law Relating to Children and Young Persons. By the late Sir William Clarke Hall, one of the Magistrates of the Police Courts of the Metropolis, and President of Juvenile Courts, and A. C. L. Morrison, of the Bow Street Police Court, London, Chief Clerk of the Metropolitan Juvenile Courts. 1934. Demy 8vo. pp. xxiii and (with Index) 281. London: Butterworth & Co. (Publishers), Ltd. 15s. net.

Second Interim Report of the Business of Courts Committee. Cmd. 4471. 1933. London: H. M. Stationery Office. 1s. net.

Woodfall's Law of Landlord and Tenant. Twenty-third Edition, 1934. By Aubrey John Spencer, of Christ Church, Oxford, M.A., and of Lincoln's Inn, Barrister-at-Law. Royal 8vo. pp. cli and (with Index) 1461. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. £2 12s. 6d. net.

The Preparatory Schools' Year Book, 1934. Edited by H. Oldfield Box. London: The Churchman Publishing Co., Ltd. 3s. 6d. net.

The Law Quarterly Review. Vol. L. No. 197. January, 1934. Edited by A. L. Goodhart, D.C.L., LL.D. London: Stevens & Sons, Ltd. 6s. net.

The Local Government Act, 1933. By The Hon. Dougall Meston, of Lincoln's Inn, Barrister-at-Law. 1933. Royal 8vo. pp. x and (with Index) 319. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. 17s. 6d. net.

Paterson's Licensing Acts with Forms. Forty-fourth Edition, 1934. By the late Harry Baird Hemming, LL.B., of Lincoln's Inn, Barrister-at-Law, and S. E. Major, Solicitor, Clerk to the Justices for the County Borough of Barrow-in-Furness and the Petty Sessional Division of Lonsdale North, Lancashire. Crown 8vo. pp. cxviii and (with Index) 1,551. London: Butterworth & Co. (Publishers), Ltd.; Shaw and Sons, Ltd. 22s. 6d. net.

The Incorporated Accountants' Year Book, 1934. London: The Society of Incorporated Accountants and Auditors. 3s. net.

The Procedure at and the Law Relating to Meetings. By Frank Shackleton, Fellow of the Chartered Institute of Secretaries. 1934. Demy 8vo. pp. xxx and (with Index) 435. London: Sweet & Maxwell, Ltd. 15s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

To-day and Yesterday.

LEGAL CALENDAR.

15 JANUARY.—Thomas Burnet, son of the famous Bishop of Salisbury, entered the Middle Temple on the 15th January, 1709, but it was twenty years before he was called to the Bar. Meanwhile, dissolute habits had at first interfered with his studies, and his most serious exercise of his wit and talents had been to produce political compositions in the Whig interest. Falling into somewhat steadier habits, he later became consul at Lisbon, though even there he did not altogether abandon his levity, once playing a public practical joke on the ambassador. On his return to England, he took up law in earnest, made rapid progress and, in 1740, became a Justice of the Common Pleas.

16 JANUARY.—When Lord Redesdale became Lord Chancellor of Ireland, he inaugurated a new tradition, substituting "great learning, unwearied diligence and a spirit of scientific discussion for the flippant apothegms and irritable self-sufficiency of Lord Clare," his predecessor. Though an Englishman, he got on well enough with the Irish whom he found "a pleasant though not very comprehensible race." This rather puzzled attitude was only natural in a man whose manners were stiff and whose sense of humour was deficient. The Irish Bar universally regretted the shortness of his term of office from 1802 to 1806. He died at the age of eighty-one on the 16th January, 1830.

17 JANUARY.—Richard Adams was lucky enough to get the Recordership of London by the Lord Mayor's casting vote on the 17th January, 1748. In that capacity, he used to present to George II the reports of the convicts under sentence of death. On these occasions, he so impressed the King that when a vacancy occurred in the Court of Exchequer, in 1753, His Majesty would not consider any one else to fill it. "I vill have none of dese," he exclaimed, in his broken English, "give me de man wid de dying speech." The Old Bailey, which had been the making of Adams, proved his destruction. Twenty-five years later, he caught gaol fever while presiding there and died in a fortnight.

18 JANUARY.—English gangsters were dangerous wild beasts in the eighteenth century. After the Poole customs-house had been raided by smugglers, an unfortunate shoemaker set out, together with a customs officer, to give information to the magistrates. On the way, they were trapped in a public-house by a gang led by a ruffian called Jackson, set on horseback and thrashed till they could no longer sit upright. One died that night of his injuries, and the other, in a terrible condition, was kept for several days chained in a lonely outhouse before he was finally hanged in a well. Fortunately, the murderers were brought to justice, and on the 18th January, 1749, the seven of them were sentenced to death at the Chichester Assizes by Mr. Justice Foster.

19 JANUARY.—When the Whigs returned to power in 1836, after a brief Tory interlude, they decided that Brougham should not again be their Chancellor. Lord Cottenham got the Great Seal and Bickersteth was on the 19th January appointed Master of the Rolls, being also raised to the peerage as Lord Langdale. In fact, he was promoted as a sort of "rhetorical gladiator" on the strength of his supposed power to quell the redoubtable Brougham, whom he was once said to have completely disconcerted during a Privy Council case. Nothing was further from his own wishes or intentions. His speech on the "Great Seal Partition Bill" was spoilt by his nervousness at the mere rumour that Brougham was on his way to the House of Lords. Thereafter, he was silent when the terrible debater was likely to be present.

20 JANUARY.—Charles Yorke was Chancellor for three days only. After an inward struggle, he had grasped the Great Seal at the price of political disloyalty. Immediately afterwards, he fell ill, dying on the 20th January, 1770.

21 JANUARY.—In 1682, came the final fall of Lord Shaftesbury, brilliant and treacherous statesman, and once Lord Chancellor. A conspiracy to interfere with the royal succession had come to light, warrants were out for his arrest, and after skulking in Wapping for some time, he made for Harwich disguised as a Presbyterian minister. After a stormy passage, he reached Amsterdam in November, and there ensured his safety by being admitted a burgher—a needless precaution, for, about mid-day on Sunday the 21st January, 1683, he died of gout in the stomach.

THE WEEK'S PERSONALITY.

The Woolsack seemed the natural goal of Charles Yorke, brilliant advocate and son of a great Chancellor, as it seemed also the proper reward of his political services. He was within measurable distance of his ambition when he was Attorney-General in the Rockingham ministry, but in the end he was passed over in favour of Lord Camden. Soon afterwards, the Duke of Grafton came into power, strongly opposed by the party to which Yorke belonged. Lord Camden of course resigned the Great Seal, and it became a matter of cardinal importance for the new Ministry to find a Chancellor. Finding none of his supporters competent to fill such a post, the Duke approached Yorke, who at first refused and could not be prevailed upon to accept, even after a personal interview with the King. A further attempt however succeeded and, in a second audience, flattery, entreaties and ambition won the day, and he consented to become Lord Chancellor, though against his better judgment and feeling. The opposition was astounded and indignant at his defection, but tragedy followed very quickly. The tension of the inward struggle proved too much for him. He fell ill, and when the patent of the peerage conferred on him was brought to his bedside, he forbade its authentication under the Great Seal, which he hoped was no longer in his custody. He died on the 20th January, 1770, a three days' Chancellor, and there were whispers of suicide in the town.

MUTE OF MALICE.

That rare, interesting and exasperating phenomenon, the prisoner "mute of malice and not by a visitation of God," appeared in the dock at the Middlesex Sessions recently, and spoke not a word from charge to sentence. In former times, the impatience of the court would have sentenced such a one forthwith in the case of a misdemeanour, and in the case of a felony it would have decreed this punishment on him: "That you return from whence you came to a low dungeon into which no light can enter; that you be stripped naked save for a cloth about your loins and laid down, your back upon the ground and there be set upon your body a weight of iron as great as you can bear and greater . . . till you be pressed to death, your hands and feet tied to posts and a sharp stone under your back." Moreover, legal opinion would have offered no sympathy, but would have extolled the clemency of the law which directed the court to reason with the prisoner and admonish him before packing him off to the Press Yard. One form of admonition which often produced the magic formula of a plea was to call in the executioner to string up the obstinate prisoner's thumbs hard and tight with whipcord. The last fatal pressing seems to have been inflicted on a highwayman tried at the Cambridge Assizes by Mr. Baron Carter in 1741, and anyone who can indicate where full and authentic particulars of this incident are available will vastly oblige the present writer.

Sir John Dickinson, of Woking, Chief Magistrate at Bow Street, 1913-20, left estate of the gross value of £11,488, with net personalty £11,423.

Notes of Cases.

High Court—Chancery Division.

***In re* Ragdale: Public Trustee *v.* Tuffill.**

Farwell, J. 20th December, 1933.

WILL—CONSTRUCTION—GIFT OF INCOME—IMPLIED GIFT.

This was a summons taken out by the Public Trustee as the trustee and executor of the will of the late Arthur Ragdale for the determination of certain questions of construction arising on the said will. The testator who died on 11th March, 1933, after providing for certain legacies, gave the residue and remainder of his estate to his trustee on trust for sale, conversion and investment and upon trust to pay one-half of the net income, interest or dividends arising therefrom to his sister-in-law, Mrs. Rose Thornton Ragdale, for her life, and the remaining one-half of the net income to Mrs. Florence Tuffill for her life, and from and after their decease to pay the principal as well as the income to King Edward's Hospital Fund for London. Mrs. Rose Thornton Ragdale predeceased the testator, having died in 1931, and this summons was issued asking (*inter alia*) the following question: Whether the share of the income of the testator's residuary estate which would have been payable to Rose Thornton Ragdale had she survived the testator is payable during the life of Florence Tuffill (*a*) to Florence Tuffill, or (*b*) to the Hospital Fund, or (*c*) whether the said share of income is undisposed of during the life of Florence Tuffill.

FARWELL, J., in giving judgment, said that three possible constructions had been submitted to him and he had to decide which he would adopt. On behalf of Mrs. Tuffill it was contended that she was entitled to the whole of the income for her life. On behalf of the next of kin it was said that the gift to the Hospital Fund did not take effect until the death of both of the women. On behalf of the Hospital Fund it was contended that it was entitled to take half of the income. But his lordship held that he ought to exclude that construction as it would result in an intestacy as to one-half of the income, and he came to the conclusion that the right construction to put upon the will was that contended for on behalf of Mrs. Tuffill. The testator did not intend the Hospital Fund to take the residue until both the women were dead, and for that reason he held that Mrs. Tuffill was entitled to receive the whole of the income.

COUNSEL: *Henry Johnston, W. E. Vernon, C. R. D. Richmount* and *H. F. F. Greenland.*

SOLICITORS: *Wm. Bird; W. H. Mason & Son; Freshfields, Leese & Munns.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Elvin and Powell, Limited *v.* Plummer Roddis, Limited.

Hawke, J. (and Special Jury). 20th December, 1933.

BAILEE, INVOLUNTARY—GOODS—NATURE OF BAILEE'S DUTY—REASONABLE CONDUCT—NO LIABILITY FOR LOSS OF GOODS.

In this action Elvin and Powell, Limited, manufacturers of and merchants dealing in mantles and mackintoshes, claimed from Plummer Roddis, Limited, retailers, damages for alleged wrongful conversion of coats valued at £348 10s 6d. and for alleged negligence while acting as bailees. The defendants denied liability. The plaintiffs' case was that a man came into their warehouse in December, 1931, and, representing that he was a buyer, ordered about £350 worth of coats, saying that he wanted them to be sent at once to the Brighton branch of Plummer Roddis, Limited. The coats were sent. After leaving Elvin and Powell's premises the man sent a telegram to Plummer Roddis, Limited, saying: "Goods dispatched to your branch in error. Sending van to collect. —Elvin and Powell." Subsequently a man who declared that he was employed by Elvin and Powell, Limited, and who called himself John Henry, arrived at the Brighton branch of Plummer Roddis, Limited, handed in a trade card of the plaintiffs', and obtained the coats. The plaintiffs contended that the defendants were negligent, and did not take reasonable care in parting with the goods as they did. Alternatively, it was submitted that the defendants became bailees of the goods, and it was their duty to take reasonable care. The defendants denied any negligence, and said that they became involuntary bailees and were under no liability to the plaintiffs for the safe custody or protection of the goods. They further said that the loss was caused solely by the plaintiffs' own negligence. The jury's answers to the questions left to them were as followed: (1) Were the defendants negligent in parting with the goods to John Henry?—No. (2) Were the plaintiffs guilty of negligence contributing to the loss?—We find that there was negligence on the part of the plaintiffs. After legal argument on those findings,

HAWKE, J., said that the man who obtained the goods in question obviously had a fraudulent design. The first finding of the jury—that the Defendants were not guilty of negligence in parting with the goods—negatived the cause of action in respect of the alleged want of care in dealing with the property of which they found themselves involuntary bailees. He had come to the conclusion, having regard to that finding of the jury, the rest of the facts, and the admissions, that the plaintiffs could not succeed. If persons were involuntary bailees and had done everything reasonable they were not liable to pay damages if something which they did resulted in the loss of the property. There was an obligation on the part of an involuntary bailee to do what was right and reasonable, and, the jury having found that the defendants had done what was right and reasonable, or had not failed to do what was right and reasonable, in the circumstances, there must be judgment for the defendants, with costs..

COUNSEL: *C. J. Conway*, K.C., and *P. B. Morle*, for the plaintiffs; *G. P. Glanfield*, for the defendants.

SOLICITORS: *Collins & Collins; Boyce, Evans & Sheppard*, for *Edwin, Boxall & Kempe*, Brighton.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rossi *v.* Blunden (Inspector of Taxes).

Finlay, J. 21st December, 1933.

REVENUE—INCOME TAX—DEATH OF WIFE—HOUSEKEEPER EMPLOYED IN SAME YEAR—ONE ALLOWANCE ONLY—SECTIONS MUTUALLY EXCLUSIVE—FINANCE ACT, 1920, ss. 18, 19.

This was an appeal by Cyril Philip Rossi, a Chartered Accountant, from a decision of the General Commissioners of Income Tax for the City of Norwich. The appellant claimed for the year 1932-33 an allowance of £50 for a housekeeper under s. 19 of the Finance Act, 1920, as amended by later Finance Acts. The following facts were admitted: The appellant's wife died on the 29th October, 1932, leaving him with one child, and he remained a widower thereafter. Since the death of the wife a spinster sister of the appellant had resided with him for the purpose of having the charge and care of his child. For the year of assessment, 1932-33, the appellant had received the personal allowance as a married man of £150 under s. 18 of the Finance Act, 1920, as amended. The appellant contended that the receipt of the personal allowance as a married man under s. 18 did not preclude him from claiming a housekeeper allowance for the same year under s. 19. For the Crown it was contended that the appellant was not entitled to the further allowance of £50. The Commissioners held that the appellant, having received the personal allowance of a married man, was not entitled to housekeeper allowance.

FINLAY, J., said that the case raised a curious little point, but he entertained no doubt that the decision of the Commissioners was right. His lordship referred to ss. 18 and 19

of the Finance Act, 1920, and said that the Legislature was contemplating the state of things where the married man had his wife living with him or supported by him for the whole year of assessment and the widower had his housekeeper during the whole year of assessment. What the appellant sought to say was that if a man at any time in the year of assessment had a wife and at any time in the same year of assessment had a housekeeper, then, though he could not have claimed for two housekeepers, he could claim for both a wife and a housekeeper. He thought that that was wrong. The proper way to construe those sections was to treat them as mutually exclusive. He thought that for one year of assessment and for the purpose of assessment in that year a man could not be both a married man and a widower. The appeal failed.

COUNSEL: *T. N. Donovan*, for the appellant; *The Solicitor-General* (Sir Donald Somervell, K.C.), and *R. P. Hills*, for the Crown.

SOLICITORS: *Sharpe, Pritchard & Co.; The Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Solicitors Act, 1932, s. 46.

Sir,—It scarcely seems fair or proper for the Government to flout its own laws.

Last year the Government caused the Solicitors Act, 1932, to be passed. Section 46 provides:—

"Any person not having in force a practising certificate, who wilfully pretends to be, or takes or uses any name, title, addition or description implying that he is qualified or recognised by law as qualified to act as a solicitor shall be liable on summary conviction to a penalty not exceeding ten pounds for each such offence."

We read last week that "The President of the Board of Trade has appointed Mr. Stephen Philpot Low, Assistant Solicitor to the Ministry of Labour, to be Solicitor to the Board of Trade as from 1st January, 1934, in the place of Sir Thomas James Barnes, C.B.E., who has been appointed H.M. Procurator-General and Treasury Solicitor."

On referring to the Law List we find that Mr. Low is not recorded as holding a practising certificate as a solicitor, but he appears in the law list as a member of the Bar.

Ought he not then to be prosecuted under the penal section of the Act?

CHARLES L. NORDON.

King William-street, E.C.4.
29th December, 1933.

Local Authorities and Searches.

Sir,—We should like to draw attention to the action of certain local authorities in connection with enquiries it is usual to make when acting on behalf of a purchaser of property.

Notwithstanding payment of a search fee, certain local authorities intimate that they do not hold themselves responsible for the accuracy of information supplied and can accept no liability in the matter.

We are of opinion that if this practice becomes universal, the whole effect of making such enquiries will be lost. Moreover, it seems to us totally unjust that a fee should be demanded for information which may not be authentic and which might lead to a purchaser acquiring property which he otherwise would not have done.

W. R. BENNETT & Co.

Great Russell-street, W.C.1.
15th January.

Rules and Orders.

PROVISIONAL REGULATIONS, DATED NOVEMBER 20, 1933, MADE BY THE MINISTER OF HEALTH UNDER SECTION 94 (1) (*d*) OF THE LOCAL GOVERNMENT ACT, 1929 (19 & 20 GEO. 5. C. 17) AMENDING THE LOCAL GOVERNMENT (ADJUSTMENT OF GAINS AND LOSSES IN COUNTY DISTRICTS) (FIRST FIXED GRANT PERIOD) REGULATIONS, 1932,* AND THE LOCAL GOVERNMENT (ADJUSTMENT OF GAINS AND LOSSES IN COUNTY DISTRICTS) (SECOND FIXED GRANT PERIOD) REGULATIONS, 1933.†

77953.

The Minister of Health hereby certifies under section 2 of the Rules Publication Act 1893, that on account of urgency the following regulations should come into force immediately and in exercise of the powers conferred on him by paragraph (*d*) of sub-section (1) of section 94 of the Local Government Act, 1929, and of all other powers enabling him in that behalf, hereby makes the following regulations to come into operation immediately as provisional regulations:—

1.—(i) These regulations may be cited as the Local Government (Adjustment of Gains and Losses in County Districts) Amendment Regulations, 1933.

(ii) These regulations shall be read as one with the Local Government (Adjustment of Gains and Losses in County Districts) (First Fixed Grant Period) Regulations, 1932 (hereinafter in these regulations referred to as "the regulations of 1932"), and the Local Government (Adjustment of Gains and Losses in County Districts) (Second Fixed Grant Period) Regulations, 1933 (which are hereinafter in these Regulations together referred to as the "principal regulations"), and the principal regulations and these regulations may together be cited as the Local Government (Adjustment of Gains and Losses in County Districts) Regulations, 1932 to 1933.

2. The principal regulations shall have effect—

(i) as though in Regulation 2 (2) of the regulations of 1932 in the definition of "Added amount" and "Deducted amount":—

(*a*) after the words "minor separately rated area" there were inserted the words "for the purposes of the application of these regulations in respect of any year"

(*b*) the words "the year beginning on the 1st day of April, 1930, and ending on the 31st day of March, 1931" were omitted, and the words "that year" inserted in lieu thereof, and

(*c*) the words "as that area and that district were constituted immediately before the 1st day of April, 1930" were omitted.

(ii) as though in Regulation 5 of the regulations of 1932 after the words "capitation sum" there were inserted the following words, that is to say—

"or if in the case of any altered district the Minister, being of opinion that for the better securing of the objects of Section 94 of the Act it is expedient that this regulation should apply in relation to the district, shall so direct."

Given under the Official Seal of the Minister of Health this twentieth day of November, nineteen hundred and thirty-three.

(L.S.) *W. A. Ross*,
Assistant Secretary,
Ministry of Health.

* S.R. & O. 1932, No. 281. † S.R. & O. 1933, No. 212.

PROVISIONAL REGULATIONS, DATED NOVEMBER 20, 1933, MADE BY THE MINISTER OF HEALTH UNDER SECTION 108 OF THE LOCAL GOVERNMENT ACT, 1929 (19 & 20 GEO. 5. C. 17) AMENDING THE LOCAL GOVERNMENT (ADJUSTMENTS OF GRANTS) REGULATIONS, 1932.

77,979.

The Minister of Health hereby certifies under Section 2 of the Rules Publication Act, 1893, that on account of urgency the following Regulations should come into force immediately and

in exercise of the powers conferred upon him by paragraph (*b*) of subsection (1) of Section 108 of the Local Government Act, 1929, and of all other powers enabling him in that behalf, hereby makes the following Regulations to come into operation immediately as Provisional Regulations :—

1. These Regulations may be cited as the Local Government (Adjustments of Grants) (Amendment) Regulations, 1933, and shall be read as one with the Local Government (Adjustments of Grants) Regulations, 1932,* (hereinafter in these regulations called " the principal regulations ") and the principal regulations and these regulations may together be cited as the Local Government (Adjustments of Grants) Regulations, 1932 and 1933.

2. The principal regulations shall have effect as though in Regulation 2 thereof the definition of " Adjusting amount " were omitted and the following words were inserted in lieu thereof, that is to say :—

" Adjusting amount " means in relation to any separately rated area, for the purposes of the application of these Regulations in respect of any year, the amount which for that year, in accordance with the provisions of subsection (1) of Section 94 of the Act, falls to be added to or, but for the proviso to sub-paragraph (ii) of paragraph (*c*) of that subsection, deducted from, the capitation sum of the council of a county district in respect of that area.

Given under the official seal of the Minister of Health this twentieth day of November, nineteen hundred and thirty-three.

(L.S.) *W. A. Ross*,
Assistant Secretary,
Ministry of Health.

* S.R. & O. 1932, No. 161.

Societies.

Birmingham Law Society.

OPENING OF NEW LIBRARY BY THE LORD CHANCELLOR.

The Lord Chancellor visited Birmingham on Thursday, 18th January, and formally opened the new Library at 8, Temple-street. A distinguished gathering assembled just before noon, and as the hour struck the Lord Chancellor unlocked the bronze doors and passed through the committee room into the Library.

Mr. G. A. C. Pettitt (President of the Birmingham Law Society) invited the Lord Chancellor to declare the new building open.

The Lord Chancellor recalled that on the 3rd February, 1818, a general meeting of Birmingham solicitors had resolved on the foundation of a library. That venture had only survived a few years. In 1831 the library which they now had, had been started and had grown until to-day it had 18,000 volumes and was one of the best, if not the best, provincial law library in England. It naturally outgrew its accommodation as solicitors found their own shelves became inadequate. The cost of the new building, which amounted to £13,000, had been subscribed by members of the Society, being secured by a series of debentures redeemable in twenty-one years.

He congratulated and thanked his fellow members in the profession on their provision. He would like to say a word or two about the books. They had year books containing an account of the proceedings before the courts which went back to the reign of Edward I. They had a complete set of the regular series of the Reports and of text-books, it might be said that there was hardly a book of use to the lawyer in advising his clients that was not to be found on their shelves. In the practice of the law it was not sufficient to know the past. The law was progressive, and the courts were more and more concerned with social experiments.

Mr. E. Evershed, in proposing a vote of thanks to the Lord Chancellor, said that everyone would regret the absence of Mr. R. A. Pinsent, who was to have proposed the toast. He tendered sincere thanks to the Lord Chancellor for finding time amid the many and varied duties of his office to visit their city and give them an address which would live long in the annals of their Society.

The Lord Chancellor, in reply, said that every memory he had of Birmingham was a pleasant one.

The opening ceremony was followed by a luncheon at the Grand Hotel, presided over by Mr. G. A. C. Pettitt.

Mr. Walter Barrow (Vice-Chancellor of the University of Birmingham), in proposing the toast of " The City of Birmingham," congratulated the officers of the Birmingham Law Society on the successful termination of the movement for a new library. He wished to thank the Society for the provision that was made for the use of the library by the students of the University Faculty of Law. Among many other services which the legal profession rendered to the community in Birmingham, he referred to the fact that in the past fifty years the office of Lord Mayor had been held by members of the profession for nearly fifteen years. They never lagged behind in anything which was for the common weal.

The Lord Mayor (Alderman H. E. Goodby), in replying to the toast, congratulated them on their new building, which was worthy of their great Society. He, too, had looked into the records of services to the city by members of the legal profession, and found that no less than fifteen solicitors were at the present time giving whole-hearted service as members of the City Council.

The Lord Chancellor proposed the toast of " The Birmingham Law Society." He said that among their Presidents since 1818 had been many famous men, and he was pleased to note that many of their names were still borne by solicitors to-day, which shewed the value of heredity. He regretted the absence of Mr. R. A. Pinsent, who was honoured both in Birmingham and London. He recognised the great value of the Provincial Law Societies, many of which had been in existence for over one hundred years. They maintained a high standard of honour and efficiency in the profession. He received the annual reports of some of them, and found them of great assistance in shewing where the shoe pinched. The societies had also made many valuable suggestions as to changes in practice. He referred to the valuable work done by the Birmingham Poor Persons Committee, and said there were ninety-one such committees functioning. His information was that they were freely helping applicants even outside the strict rules. The law, he said, was a rock on which a man might set his feet and be safe.

He referred to the work of consolidating the law, and said that he hoped the law as to public health would soon be consolidated. He also referred to the Business of the Courts Committee, which had been appointed under the chairmanship of the Master of the Rolls. Almost all the recommendations made in their first report had been adopted. Their second report was now being considered carefully both inside and outside the profession. He welcomed criticism and especially criticism by the Provincial Law Societies. He was in sympathy with the demand for some restriction on the number and cost of appeals. He was a supporter of the circuit system, as he knew the advantages which it brought. The system must remain, but was, no doubt, capable of reform. Modern developments, particularly in transport, had rendered necessary some alterations in the towns in which assizes were held. The Admiralty Court was the envy of foreign powers, and could not be abolished.

He thanked them for their hospitality, and said that, in the isolation which was necessarily attendant on his office, he welcomed the opportunity of meeting them as a friend.

The President, in replying, thanked the Lord Chancellor for his presence, and said that Birmingham was in fact the strongest of the provincial societies in membership, although Liverpool was a close second. There were four ways in which members could help their profession, and he commended them specially to the notice of the younger members. The first was to secure 100 per cent. membership of The Law Society. The second was to secure similar membership of their local Law Society. The third was to contribute to the Solicitors' Benevolent Association and the Solicitors' Clerks Pension Fund. The fourth was to take their part in the work of the Poor Persons' Committee.

Mr. Wilfrid C. Matthews (Vice-President of the Birmingham Law Society), in proposing the toast of " The Guests," said that it was the most memorable occasion in the history of the Society since its formation. They particularly welcomed Sir Reginald Poole, and the many other distinguished guests.

Sir Reginald Poole (President of The Law Society) replied, and expressed his regret at the absence of his colleague, Mr. R. A. Pinsent. He thanked the Birmingham Law Society for their generous entertainment and warm welcome.

Others present included The Bishop of Birmingham, His Honour Judge Dyer, K.C., The Town Clerk (Mr. F. H. C. Wiltshire), The Clerk of the Peace (Mr. Joseph James), Mr. H. A. Dowson, Mr. Registrar Glanfield, Mr. G. F. Baker (President of the Wolverhampton Law Society), Mr. B. M. Blenkinsop (President of the Warwickshire Law Society), Mr. W. A. Coleman, Mr. L. S. Holmes (Hon. Secretary, Associated Provincial Law Societies), Mr. E. W. Pye-Smith, and Mr. J. F. Crowder (Secretary of the Birmingham Law Society).

The Law Society.

SPECIAL GENERAL MEETING.

A Special General Meeting of The Law Society will be held in the Hall of the Society on Friday, the 26th January, at 2 p.m.

SCHOOL OF LAW.

Members of the Students' Rooms are asked to note that the Annual Meeting, which was fixed for Thursday, 25th January, will not be held until Thursday, 1st February, at 2 p.m.

The President of The Law Society will preside.

Solicitors' Benevolent Association.

The usual monthly meeting of the Directors of this Association was held at The Law Society's Hall on the 10th instant, Mr. Norman T. Crombie (York) in the chair. The other Directors present were Messrs. E. Bramley (Sheffield), A. J. Cash (Derby), E. R. Cook, C.B.E., T. G. Cowan, T. S. Curtis, E. F. Dent, A. G. Gibson, C. G. May, H. W. Michelmore (Exeter), R. C. Nesbitt, E. C. Ouvry, H. F. Plant, F. L. Steward (Wolverhampton), H. White (Winchester), and Thos. Gill (Secretary). £538 was distributed in grants of relief; seventeen new members were admitted; and other general business was transacted.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11 Chandos Street, Cavendish Square, W.1, on Thursday, the 25th January, at 8.30 p.m., when a Paper will be read by Louis F. Beccle, Esq., M.B., B.S. (London), Barrister-at-law, on: "The Medico-Legal Aspects of Venereal Disease." which will be followed by a discussion. Members may introduce guests to the meeting on production of the member's private card.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room on Friday, 12th January. The President, Mr. L. Ungoed Thomas, took the chair at 8.15 p.m. In public business Mr. L. A. Abraham moved: "The policy of the present Government is inimical to the interests of the country." Mr. A. P. MacNabb opposed. There spoke to the motion Mr. Baden Fuller, Mr. Prosser, Mr. Boyd Carpenter, Mr. Rowe, Mr. Menzies, Mr. Bucher, Mr. Newman Hall (Hon. Treasurer), Mr. Thorne, Mr. Douglas, Prince Lieven and the Hon. Proposer in reply. On a division the motion was lost by ten votes.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 16th January, 1934 (Chairman, Miss H. M. Cross), the subject for debate was "That the case of *Honeywill & Stein, Ltd.* v. *Larkin Bros.* (*London's Commercial Photographers*), *Ltd.*, 50 T.L.R. 56, was wrongly decided." Mr. B. W. Main opened in the affirmative. Mr. C. E. Lloyd opened in the negative. Mr. E. W. Huddart seconded in the affirmative. Mr. J. R. Campbell Carter seconded in the negative. The following also spoke: Messrs. L. F. Sturge, G. M. Parbury and K. M. Trenholme. The opener having replied, and the Chairman having summed up, the motion was carried by twelve votes.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that Sir FREDERIC HERBERT MAUGHAM be sworn of His Majesty's Most Honourable Privy Council on his appointment to be a Lord Justice of Appeal, and that the honour of Knighthood be conferred upon Mr. CHARLES STAFFORD CROSSMAN on his appointment to be a Justice of the High Court of Justice, Chancery Division.

The Lord Chancellor has appointed Mr. G. C. ALLSEBROOK to be the Judge of the County Courts on Circuit No. 3 (Cumberland, etc.) in the place of His Honour Judge Hills, K.C., who has retired. The date of the appointment is the 13th January, 1934.

In consequence of the appointment of Mr. STAFFORD CROSSMAN, Junior Counsel to the Treasury, as a Judge of the Chancery Division, the Attorney-General has appointed Mr. A. ANDREWES-UTHWATT to be Junior Counsel (on the Chancery side) to the Treasury and the Board of Trade, and Junior Counsel to the Attorney-General in Charity matters.

Mr. Andrewes-Uthwatt was called to the Bar by Gray's Inn in 1904.

The Attorney-General has appointed Mr. H. O. DANCKWERTS Conveyancing Counsel to the Ministry of Agriculture and Fisheries and the Commissioners of Crown Lands, and in Foreshore cases arising in those departments and in the Board of Trade, in succession to Mr. A. Andrewes-Uthwatt. Mr. Danckwerts was called to the Bar by Lincoln's Inn in 1913.

It is announced from Calcutta that SYED ABDUL AZIZ, a barrister of the Middle Temple, has been appointed Minister of Education in Bihar and Orissa.

Mr. C. S. SYRETT has been elected Master of the Gold and Silver Wyre Drawers' Company. Sir HENRY CURTIS BENNETT, K.C., is the new Senior Warden.

Mr. R. M. FRANKLIN, M.A., has been appointed Deputy Town Clerk and Solicitor of Finchley. Mr. Franklin was admitted a solicitor in 1928.

Mr. G. BILLINGTON, Assistant Solicitor to Salford Corporation has been selected for the appointment of Assistant Prosecuting Solicitor to Liverpool Corporation. Mr. Billington was admitted a solicitor in 1933.

The appointment of Mr. J. W. HARRISON as Assistant Solicitor in the Town Clerk's Department of Preston Corporation has been recommended.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Official Notices.

I, JOHN VISCOUNT SANKEY, Lord High Chancellor of Great Britain, in pursuance of the Guardianship of Infants Acts, 1886 and 1925, Order LVA of the Rules of the Supreme Court, 1883, and all other powers enabling me in this behalf, Do hereby nominate the Honourable Mr. Justice Crossman to be the Judge of the Chancery Division for the purposes mentioned in Rule 4 of the said Order LVA.

Dated the 16th day of January, 1934.

(Sgd.) *Sankey*, C.

NOTICE TO THE DISTRICT REGISTRAR OF THE HIGH COURT OF MANCHESTER.

BY DIRECTION OF THE LORD CHANCELLOR.

All Chancery actions or matters commenced or proceeding in the Manchester District Registry will be dealt with in court and in chambers by Mr. Justice Eve, Mr. Justice Bennett or Mr. Justice Crossman.

House of Lords. 15th January, 1934.

NOTICE TO THE DISTRICT REGISTRARS OF THE HIGH COURT AT LIVERPOOL.

BY DIRECTION OF THE LORD CHANCELLOR.

All Chancery actions or matters commenced or proceeding in the Liverpool District Registry will be dealt with in court and in chambers by Mr. Justice Eve, Mr. Justice Bennett or Mr. Justice Crossman.

House of Lords. 15th January, 1934.

MALAYAN ESTATE DUTIES.

The annual report for 1932 of the Federated Malay States Estate Duty Office recapitulates the five enactments under which duties are collected in respect of property passing on death. They are The Stamp Enactment, 1897, on deaths up to 18th January, 1922; the same enactment as amended by Enactment No. 26 of 1921, up to 30th June, 1922; the same enactment as amended by Enactment No. 11 of 1922, up to 30th September, 1929; Estate Duty Enactment No. 10 of 1929, on deaths up to 31st December, 1931; and Estate Duty (Amendment) Enactment No. 35 of 1931, on deaths on and after 1st January, 1932, and subject as from 13th January, 1933, to amending Enactment No. 37 of 1932.

BAR COUNCIL ELECTION, 1934.

The annual election of members to fill the vacancies upon the Council will be held in the week ending the 17th February, 1934.

Twenty-four candidates have to be elected, of whom thirteen at least must be of the Outer Bar, and of these, three at least must be of less than ten years standing at the Bar.

Candidates for election must be proposed in writing, and the proposal form, signed by at least ten barristers, must be sent to the Secretary at the Offices of the Council, 5, Stone Buildings, Lincoln's Inn, on or before Thursday, the 25th of January, 1934.

Proposal forms may be obtained from the Secretary.

Every barrister is entitled to vote at the election. Voting papers with instructions to voters will be sent on or about the 9th February to every barrister whose address is given in the 1933 Law List.

A barrister who has not an address in the 1933 Law List may obtain a voting paper upon his personal or written application.

STAMFORD QUARTER SESSIONS.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held on Wednesday, 31st January, at 11.30.

The Recorder has intimated that in future the Quarter Sessions will normally be fixed to commence on the last Wednesdays in January, April, July and October (instead of on the last Thursdays as hitherto).

SOUTH WALES ASSIZES.

The following days and places have been fixed for holding the winter assizes on the South Wales Circuit :—

Mr. Justice LAWRENCE.—Saturday, 13th January, at Haverfordwest ; Wednesday, 17th January, at Lampeter ; Saturday, 20th January, at Carmarthen ; Saturday, 27th January, at Brecon ; Wednesday, 31st January, at Presteign.

Mr. Justice LAWRENCE and Mr. Justice ATKINSON.—Saturday, 10th February, at Cardiff.

Mr. Arthur Hollick Tickell, solicitor, of Essex-street, W.C., left estate of the gross value of £11,129, with net personalty £10,281. He left £50 each to his clerks, Thomas James Mayo, Frederick Freeman, and Cyril J. Allman ; and £50 each to his servants, Mrs. Gosden and Roberts, if still in his service.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
Jan.	22	Ritchie	Hicks Beach	*Andrews	More
,,	23	Blaker	Andrews	*More	Ritchie
,,	24	More	Jones	*Ritchie	Andrews
,,	25	Hicks Beach	Ritchie	Andrews	More
,,	26	Andrews	Blaker	*More	Ritchie
,,	27	Jones	More	Ritchie	Andrews
		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Jan.	22	*Ritchie	Jones	Hicks Beach	*Blaker
,,	23	Andrews	Hicks Beach	*Blaker	*Jones
,,	24	*More	Blaker	Jones	*Hicks Beach
,,	25	Ritchie	Jones	*Hicks Beach	*Blaker
,,	26	*Andrews	Hicks Beach	Blaker	Jones
,,	27	More	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

A UNIVERSAL APPEAL

TO LAWYERS : FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 25th January, 1934.

	Div. Months.	Middle Price 17 Jan. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¾	3 12 11	3 7 8
Consols 2½%	JAJO	75½	3 6 3	—
War Loan 3½% 1952 or after	JD	101¼	3 9 2	3 8 2
Funding 4% Loan 1960-90	MN	112	3 11 5	3 6 1
Victory 4% Loan Av. life 29 years	MS	111	3 12 1	3 8 0
Conversion 5% Loan 1944-64	MN	116½	4 5 10	3 1 1
Conversion 4½% Loan 1940-44	JJ	109	4 2 7	2 19 1
Conversion 3½% Loan 1961 or after	AO	102	3 8 8	3 7 8
Conversion 3% Loan 1948-53	MS	99	3 0 7	3 1 5
Conversion 2½% Loan 1944-49	AO	93	2 13 9	3 1 10
Local Loans 3% Stock 1912 or after	JAJO	88⅝	3 7 11	—
Bank Stock	AO	350½	3 8 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	108½	4 2 11	3 15 7
India 3½% 1931 or after	JAJO	88	3 19 7	—
India 3% 1948 or after	JAJO	75½	3 19 6	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 3 2
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	108½	3 13 9	3 6 9
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	—
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	104	3 16 11	3 14 6
*Australia (Commonw'th) 3¾% 1948-53	JD	100	3 15 0	3 15 0
Canada 4% 1953-58	MS	106	3 15 6	3 11 6
Natal 3% 1929-49	JJ	95	3 3 2	3 8 8
New South Wales 3½% 1930-50	JJ	96	3 12 11	3 16 10
New Zealand 3% 1945	AO	96	3 2 6	3 8 11
Nigeria 4% 1963	AO	106	3 15 6	3 13 4
Queensland 3½% 1950-70	JJ	95	3 13 8	3 15 2
South Africa 3½% 1953-73	JD	99	3 10 8	3 10 11
Victoria 3½% 1929-49	AO	97	3 12 2	3 15 0
W. Australia 3½% 1935-55	AO	97	3 12 2	3 14 1
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	86	3 9 9	—
Croydon 3% 1940-60	AO	94	3 3 10	3 7 1
Essex County 3½% 1952-72	JD	102	3 8 8	3 7 2
Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74	3 7 7	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	87½	3 8 7	—
Manchester 3% 1941 or after	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	89½	3 7 0	3 7 10
Do. do. 3% "B" 1934-2003	MS	91	3 5 11	3 6 7
Do. do. 3% "E" 1953-73	JJ	95	3 3 2	3 4 6
Middlesex County Council 4% 1952-72	MN	109	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	87	3 9 0	—
Sheffield Corp. 3½% 1968	JJ	100½	3 9 8	3 9 6
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½xd	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½xd	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½xd	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	124½xd	4 0 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	113	4 8 6	—
Southern Rly. 4% Debenture	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	122½	4 1 8	—
Southern Rly. 5% Preference	MA	109½	4 11 4	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date ; in the case of other Stocks, as at the latest date.

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